break of the war. *Held*, that, assuming the facts to be as the defendant contends, the plaintiff is entitled to judgment. *Rossie* v. *Garvan*, 274 Fed. 447 (D. Conn.).

The *lex loci contractus* governs the discharge of a contract. *Tenant* v. *Tenant*, 110 Pa. St. 478, 1 Atl. 532. See DICEY, CONFLICT OF LAWS, 2 ed., 569 *et seq.* It seems, by analogy, that the law governing the creation of a partnership should determine what acts cause its dissolution. And *cf. King* v. *Sarria*, 69 N. Y. 24. But foreign law, even where normally applicable, will not be applied when repugnant to clear domestic policy. *The Kensington*, 183 U. S. 263. See 15 HARV. L. REV. 579. And see 2 WHARTON, CONFLICT OF LAWS, 3 ed., §§ 428, 490–494. At common law, a declaration of war dissolves a previously existing partnership composed of a resident and an enemy. *Stevenson & Sons, Ltd.* v. *Aktiengesellschaft für Cartonnagen-Industrie*, [1918] A. C. 239. See *Griswold* v. *Waddington*, 16 Johns. (N. Y.) 438, 488. And see 28 YALE L. J. 680, 681; 6 VA. L. REV. 365. That doctrine has been fortified by an expression of legislative intent. See TRADING WITH THE ENEMY ACT, § 3a (unlawful to trade with enemy); § 3c (unlawful to communicate with enemy); 40 STAT. AT L. 412; U. S. COMP. STAT., ANN. SUPP., 1919, § 3115½b (a), (c). *Cf. McStea* v. *Matthews*, 50 N. Y. 166; *Matthews* v. *McStea*, 91 U. S. 7. And so strong is this policy that an agreement that the partnership shall continue is void. *Planters' Bank* v. *St. John*, Fed. Cas., No. 11,208 (Circ. Ct., S. D. Ala.). The court therefore properly held that a contrary German rule would not be followed. See *Mayer* v. *Garvan*, 270 Fed. 229, 237 (D. Mass.). It may be suggested that under a possible interpretation of the Trading with the Enemy Act, it is immaterial whether or not there is a dissolution by the common-law rule. It is arguable that the Alien Property Custodian takes title to the seized property, that the ownership of the partnership ends by force of the Act, and that the domestic partner has such an "interest, right, or title" in the property as will enable him to maintain this action.

CONSTITUTIONAL LAW — POWERS OF THE EXECUTIVE — MARTIAL LAW — ABSENCE OF MILITARY FORCE. — The governor of West Virginia, by proclamation, declared the existence of a state of war in Mingo County, inaugurated martial law, and required obedience to certain regulations. At the order of the acting adjutant general, but before a military force was at hand, the petitioners were arrested and imprisoned by a sheriff for violations of these regulations. Writs of *habeas corpus* were granted and returns were made. *Held*, that the prisoners be discharged. *Ex parte Lavinder*, 108 S. E. 428 (W. Va.).

There are two types of martial law, punitive and preventive. Under the former, military courts are established to try civil offenders; and this can be lawfully done only within the actual zone of military operations. *Ex parte Milligan*, 4 Wall. (U. S.) 2. See 34 HARV. L. REV. 659. The object of preventive martial law is to quell disturbance and maintain order; and while civil offenders cannot be tried under it in military courts, they can be arrested and detained when necessary. *In re McDonald*, 49 Mont. 454, 143 Pac. 947. The necessity for preventive martial law may be conclusively determined by the governor. *Moyer* v. *Peabody*, 212 U. S. 78; *Hatfield* v. *Graham*, 73 W. Va. 759, 81 S. E. 533; *In re McDonald*, *supra*. When troops are at hand, a proclamation of martial law *ipso facto* establishes it. See 2 WINTHROP, MILITARY LAW AND PRECEDENTS, 2 ed., 1278. It is submitted that even though troops are unavailable, preventive martial law may be thus established. The necessity for martial law exists only when civil authority is inadequate to avoid a reign of lawlessness. Unless this power is granted, — the necessity being admitted, — lawlessness ensues. To meet such an emergency, the governor

may, as an exercise of his military power, use civil officers, who as citizens are potential militiamen, and whose acts are justified not by their civil authority, but by the military authority of the governor.

CONTRACTS — CONTRACTS UNDER SEAL — SUIT BY ORALLY DISCLOSED PRINCIPAL WHEN AGENT SIGNS AND SEALS AS PARTY. — The plaintiff's agent, in his own name, signed and sealed a contract for a lease. Alleging these facts and also that the defendant knew the contract was made in his behalf, the plaintiff seeks specific performance. *Held*, that the defendant's demurrer be overruled. *Lagumis* v. *Gerard*, 190 N. Y. Supp. 207 (Sup. Ct.).

Where a contract is not under seal, an undisclosed principal on whose behalf it was made can sue on it. *Edwards* v. *Gildemeister*, 61 Kan. 141, 59 Pac. 259; *Foster* v. *Graham*, 166 Mass. 202, 44 N. E. 129. But where the instrument is sealed, the older authorities refused to allow suit by anyone not appearing on its face as a party. *Borcherling* v. *Katz*, 37 N. J. Eq. 150; *Walsh* v. *Murphy*, 167 Ill. 228, 47 N. E. 354. The modern law tends to get away from the technicalities which formerly surrounded the use of the seal. *Donner* v. *Whitecotton*, 201 Mo. App. 443, 212 S. W. 378. *Cf. Gill* v. *Atlanta Ry. Co.*, 24 Ga. App. 780, 102 S. E. 457. And see *Sanger* v. *Warren*, 91 Tex. 472, 44 S. W. 477. In accordance with the same spirit, it is now generally held that a sealed instrument may be varied by an executory parol agreement. *Harris* v. *Shorall*, 230 N. Y. 343, 130 N. E. 572. Possibly the result of this case could be reached without disregarding the seal. It is not a case of undisclosed principal, strictly speaking, because the plaintiff was orally disclosed. Since both parties knew that the contract was made in his behalf, the instrument does not express the real intent of the parties, and there is apparently a case for reformation. See 1 WILLISTON, CONTRACTS, §§ 296, 302. And it is to be noted that the suit here is already in equity. The court, however, does not adopt this reasoning, but bases its decision on a frank disregard of profitless technicalities.

CORPORATIONS — DIRECTORS AND OTHER OFFICERS — BANKRUPTCY — RIGHT OF PRESIDENT TO FILE ANSWER TO PETITION IN BANKRUPTCY. — Two creditors of a corporation, who were also directors thereof, filed an involuntary petition in bankruptcy against the corporation. The Bankruptcy Act provides: "The bankrupt or any creditor may appear and plead to the petition." (§ 18b; 1918 U. S. COMP. STAT., § 9602.) It appears that the four directors of the corporation, who own the stock in equal shares, are deadlocked as to whether the corporation should file an answer to the petition. Consequently no answer was filed for the corporation. The president, who is also one of the directors and stockholders of the corporation, filed an answer, as president, alleging that the petition was filed as the result of a conspiracy to ruin the corporation. The petitioning creditors move to strike out the answer. *Held*, that the motion be denied. *Regal Cleaners & Dyers, Inc.* v. *Merlis*, 274 Fed. 915 (2d Circ.).

Ordinarily, in an action against a corporation only the corporation can defend. *General Electric Co.* v. *West Asheville Imp. Co.*, 73 Fed. 386 (Circ. Ct., W. D. N. C.). See 6 FLETCHER, CYCLOPEDIA OF CORPORATIONS, § 4055. In a suit in equity, however, if the directors fraudulently refuse to defend, stockholders may intervene. *Bronson* v. *LaCrosse R. Co.*, 2 Wall. (U. S.) 283. See 6 FLETCHER, *op. cit.*, § 4055. Bankruptcy proceedings are administered in accordance with principles of equity. *Zeitinger* v. *Hargadine-McKittrick Co.*, 244 Fed. 719 (8th Circ.). So in the principal case, the deadlock and failure to defend being caused by the fraudulent conduct of two of the directors, a stockholder might intervene. *Ogden* v. *Gilt Edge Consolidated Mines Co.*, 225 Fed. 723 (8th Circ.); *Zeitinger* v. *Hargadine-McKittrick Co.*, *supra*. See 1 REMING-